

**CITY OF POLSON
RESOLUTION 2019 -012**

**A RESOLUTION TO GRANT AN EASEMENT TO THE POLSON SCHOOL DISTRICT FOR
THE PURPOSES OF CONSTRUCTING A SIDEWALK INTO CITY RIGHT-OF-WAY**

WHEREAS, the Polson School District has submitted building plans proposing to re-construct Linderman Gymnasium on school property in Polson, MT; and

WHEREAS, the proposed School sidewalk located on the south side of the gym will extend and encroach upon City right-of-way identified as Fifth Avenue East as indicated on Exhibit "A" of the grant of easement and agreement attached hereto and by this reference made a part hereof as though fully set forth at this place; and

WHEREAS, City agrees to grant the Polson School District an easement for the sidewalk encroachment under the terms and conditions set forth in the grant of easement and agreement attached.

NOW THEREFORE, BE IT RESOLVED THAT:

City hereby grants and conveys to the Polson School District an Easement for that School sidewalk encroachment upon Fifth Avenue East as set forth and depicted on Exhibit "A" of the grant of easement and agreement attached hereto and by this reference made a part hereof as though fully set forth at this place;

Passed and Adopted this 16th day of September, 2019.

Paul Briney, Mayor

ATTEST:

Cora E. Pritt, Clerk of the City of Polson

GRANT OF EASEMENT AND AGREEMENT

THIS Grant of Easement and Agreement is made and entered into this ___ day of September, 2019, by and between the City of Polson, a Municipal Corporation, of 106 1st Street East, Polson, MT 59860, (hereinafter referred to as “City”), and Polson School District No. 23, of 111 4th Ave. East, Polson, MT 59860, (hereinafter referred to “School”).

WITNESSETH:

WHEREAS, School is constructing a gym on school property located in Polson, MT as indicated on Exhibit “A”, attached hereto and by this reference made a part hereof as though fully set forth at this place; and

WHEREAS, the School sidewalk located on the South side of the School gym will extend and encroach upon City right-of-way identified as Fifth Ave. East as indicated on Exhibit “A” attached hereto and by this reference made a part hereof as though fully set forth at this place; and

WHEREAS, City agrees to grant School an easement for the sidewalk encroachment under the terms and conditions hereinafter set forth.

Now Therefore, in consideration of the promises and covenants herein contained, the sum of Ten and no/100 Dollars (\$10.00) receipt of which is hereby acknowledged and other good and valuable consideration the Parties agree as follows:

1. The recitals hereinabove set forth are part and parcel of this Agreement, are not mere recitals and are enforceable as the covenants of the parties;
2. City hereby grants and conveys to School an Easement for that School sidewalk encroachment upon Fifth Ave. East as set forth and depicted on Exhibit “A” attached hereto and by this reference made a part hereof as though fully set forth at this place;
3. Said Easement shall be exclusive for the use and benefit of School;
4. Said Easement shall be utilized for the construction, repair and maintenance of the School sidewalk as depicted on Exhibit “A” attached hereto;
5. School agrees to repair and maintain said School sidewalk and at all times pertinent maintain the same for public pedestrian use. School agrees to indemnify and hold City harmless from any and all loss, claims, demands or actions, including attorney’s fees, arising from the construction, use or maintenance and repair of said School sidewalk;

6. In the event legal or equitable action is taken to enforce any provisions of this Agreement, the prevailing party is to be awarded their court costs and reasonable attorney fees, all as determined by the appropriate court; and
7. Enforcement of this Agreement shall be within the exclusive jurisdiction of the Lake County, Montana District Court.

This writing constitutes the sole agreement between the parties and no modifications hereof shall be binding unless in writing and signed by all parties hereto and attached to this instrument. The parties agree that there are no promises, agreements, understandings or representations of any kind other than those contained in this writing, and no agent has or had authority to obligate any of the parties hereto by any promise, stipulations or conditions not herein expressed.

Time is declared to be the essence as to all of the terms, covenants and conditions herein contained.

This agreement shall inure to the benefit of and be binding upon the parties and their heirs, personal representatives, administrators, successors and assigns.

This agreement may be signed in counter part and facsimile and electronic signatures shall be binding.

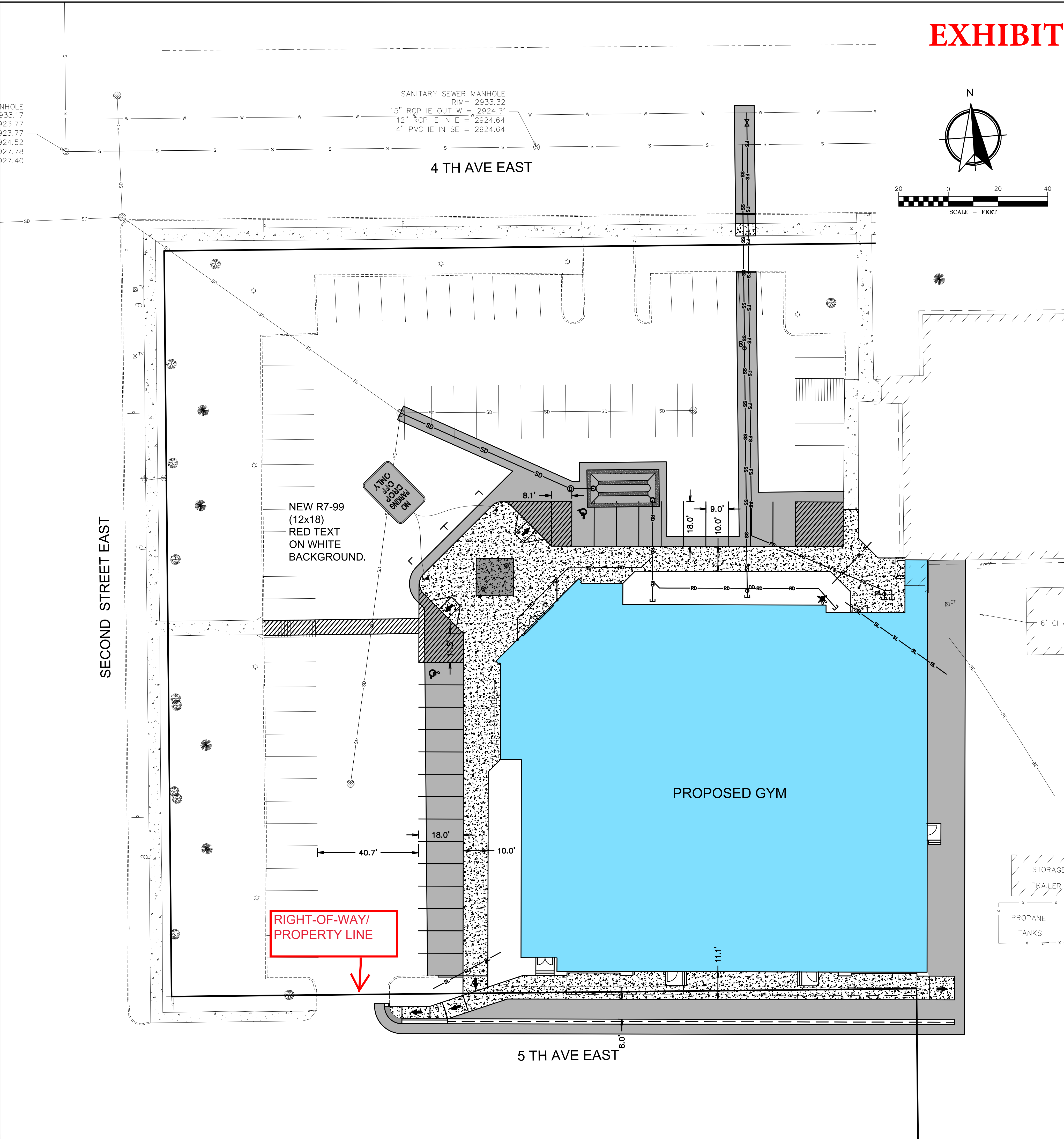
DATED this ____ day of _____, 2019.

City of Polson

School District No. 23

EXHIBIT A

ALL IDEAS, DESIGN, ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY, AND THE PROPERTY OF, PARADIGM V2 ARCHITECTS P.C., AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE ON, AND IN CONNECTION WITH THIS PROJECT. NONE OF SUCH IDEAS, DESIGN, ARRANGEMENTS, OR PLANS SHALL BE USED BY, OR DISCLOSED TO ANY PERSON, FIRM, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF PARADIGM V2 ARCHITECTS P.C. PUNING THESE DRAWINGS OR SPECIFICATIONS WITH ANY PUBLIC AGENCY IS NOT A PUBLICATION OF SAME. NO COPYING, REPRODUCTION OR USE THEREOF IS NOT PERMISSIBLE WITHOUT THE WRITTEN CONSENT OF PARADIGM V2 ARCHITECTS P.C.



GENERAL SITE PLAN NOTE:

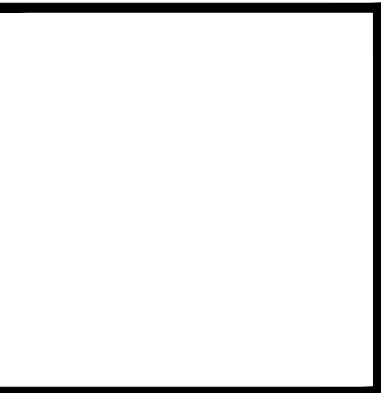
CONTRACTOR TO COORDINATE IDENTIFICATION OF DAMAGED OR HAZARDOUS SIDEWALK WITH CITY ENGINEERING. ALL AREAS MAY NOT BE IDENTIFIED ON PLANS. CONTRACTOR TO REPAIR IDENTIFIED AREAS BY GRINDING TRIP HAZARDS AND EPOXY SEAL CRACKING. FULL PANEL REPLACEMENTS NOT OCCUR UNLESS APPROVED BY ARCHITECT AND ENGINEER.

KEYED NOTES:

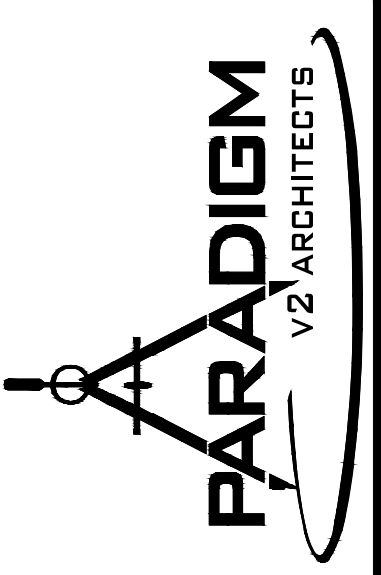
- ① INSTALL 2" SDR 7 PE WATER SERVICE LINE. CONNECT TO MAIN WITH 2" TAPPING SADDLE AND ROUTE TO WITHIN 3.0' OF BUILDING. INSTALL CURB BOX WITHIN ROW. ENSURE 6.0' MINIMUM BURY DEPTH. WHERE APPLICABLE, ROUTE SEWER AND WATER IN SAME TRENCH PER STANDARD DETAIL. REFER TO MECHANICAL PLANS FOR BUILDING CONNECTION DETAILS.
- ② INSTALL 6" SCH 40 SEWER SERVICE LINE AT 2.0% MINIMUM SLOPE. ROUTE TO WITHIN 3.0' OF BUILDING AND INSTALL CLEANOUT. CLEANOUTS TO BE INSTALLED EVERY 100' ALONG SEWER SERVICE LINE PER UNIFORM PLUMBING CODE OR UPSTREAM OF SEWER BEND. REFER TO MECHANICAL PLANS FOR BUILDING CONNECTION DETAILS. CONNECT TO EXISTING MAIN WITH 6" PREDCO FAST FIT SADDLE OR APPROVED EQUIVALENT. WHERE APPLICABLE, ROUTE SEWER AND WATER IN SAME TRENCH PER STANDARD DETAIL. REFER TO MECHANICAL PLANS FOR BUILDING CONNECTION DETAILS.
- ③ INSTALL 8" SDR 35 ROOF DRAIN LINE FROM NEW 30" DIAMETER INLET TO WITHIN 3.0' OF BUILDING. ENSURE 3.0' MINIMUM BURY DEPTH FROM FINISHED GRADE TO INVERT AT BUILDING CONNECTION. INSTALL RUBBER BOOTED CONNECTION AND DOWNSPOUT LOCATION. SEE SHEET C3.6 FOR ROOF DRAIN LINE INVERT AND SLOPE INFORMATION.
- ④ COORDINATE WITH UTILITY COMPANIES FOR ROUTING AND STRUCTURE LOCATIONS.
- ⑤ INSTALL FIRE SERVICE LINE. VERIFY SIZE WITH FIRE PROTECTION ENGINEER.
- ⑥ INSTALL 1/2" EXPANSION JOINT WHERE NEW SIDEWALK ABUTS FOUNDATIONS.

LEGEND-PROPOSED	DETAIL INDEX
CURB AND GUTTER (CATCH)	2 STANDARD L CURB
CURB AND GUTTER (SPILL)	5 TYPICAL "L" CURB LAYDOWN SECTION
CURB AND GUTTER W/ LAYDOWN	6 COVE GUTTER
COVE GUTTER	3 TYPICAL SIDEWALK SECTION
4" THICK CONCRETE SIDEWALK	1 ASPHALT SECTION
4" THICK COLORED CONCRETE SIDEWALK	5 SEWER SERVICE
ASPHALT	3 SEWER CLEANOUT DETAIL
SEWER SERVICE	7 WATER SERVICE
CLEANOUT	9 FIRE SERVICE SERVICE
WATER SERVICE	2 VALVE DETAIL
FIRE SERVICE	
CURB BOX	
WATER VALVE	
PROPOSED BUILDING	MISC DETAILS
BUILDING OVERHANG	1 CURB RAMP
EASEMENT LINE	4 ADA PARKING REQUIREMENTS
ROOF DRAIN LINE (8" SDR 35)	5 COMMERCIAL DRIVEWAY OPENING
SLEEVE	7 CONTRACTION JOINT
LIGHT POLE	8 ISOLATION JOINT
SIGN	9 CONCRETE EXPANSION JOINT
ADA RAMP	1 SEWER AND WATER IN SAME TRENCH
BIKE RACK	6 PIPE EMBEDMENT
FIRE DEPARTMENT CONNECTION	3 TYPE A CURB AND SIDEWALK
STORAGE TRAILER	4 LAYUP CURB
PROPANE TANKS	5 DETECTABLE WARNINGS
	7 PARKING LOT LAYOUT

PRELIM SET



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NEW LINDERMAN GYM
PRELIMINARY SET #1
POLSON MONTANA

REV. NO.	DESCRIPTION	DATE

AUG. 30, 2019
SITE PLAN
C2.0
REVIEW SET #2